IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE TWENTY FIFTH DAY OF OCTOBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE N.V. RAMANA

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WRIT PETITION NO : 12370 of 1995

Between:

Nandikonda Veera Reddy, S/o.Umareddy,
R/o.Cherlapalli (V), Parkal (M), Warangal District.

..... PETITIONER

AND

1 The Warangal District Co-operative Central Bank Ltd.,
Warangal, rep. by its General Manager.
2 The Warangal District Co-operative Central Bank Ltd.
Parkal Branch, Parkal, Dist: Warangal.

.....RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue an order, direction or Writ particularly in the nature of Writ of Mandamus declaring the impugned action of the respondents herein in demanding to pay a sum of Rs.20,000/- and threatening to attach properties belonging to the petitioner situated at Cherlapalli, Narlapur Villages of Mandal: Parkal, Warangal District, as illegal, void *ab initio* and may be further directed the respondents not to demand the loan without issuing statement of accounts and not to resort to any coercive steps to attach the properties of petitioner.

For the Petitioner: MR. Y.RAMA RAO, Advocate

For Respondents: None appeared

The Court made the following:

ORDER:

By this writ petition, the petitioner in effect seeks a direction to the respondents not to demand him the loan amount of Rs.20,000/- without issuing statement of accounts and not to resort to any coercive steps to attach his properties.

The petitioner claims to have taken loans from the respondents in the year 1978 for a total amount of Rs.13,500/- i.e. Rs.6,000/- for Well under A/c.No.2056/A, Rs.3,500/- for electric motor under A/c. No.2056/B and Rs.4,500/- for pipe line under A/c. No/1540/Hor, by mortgaging his lands situated at Cherlapally and Narlapur villagaes of Parkal Mandal in Warangal District. Though he paid an amount of Rs.18,417-90 ps. and the Government granted debt relief benefit for an amount of Rs.10,000/- towards the said loans, the respondents are still insisting him to pay another amount of Rs.20,000/- without furnishing any particulars of account and also threatening to attach the properties under mortgage. Hence, the writ petition.

The respondents filed counter-affidavit stating that the petitioner was sanctioned loans on three accounts to a tune of Rs.13,500/- in the year 1978 by the erstwhile Agricultural Development Bank, Parkal, and in the year 1981 the petitioner was paid an amount of Rs.2,200/- under M.T.C. loan and also paid an amount of Rs.3,500/- under S.A.O. loan by the Primary Agricultural Co-operative Society, Cherlapur, and consequent on re-organisation of the Co-operative Sector, the said liabilities have been made over to the respondents bank. It is stated that the amounts paid by the petitioner from time to time were credited to his account and the benefit of debt relief to the maximum extent of Rs.10,000/- was also given to him and even then, by 28-12-1990 the petitioner was due an amount of Rs.17,335/- to the respondents owing to the fact that the loan amounts have been outstanding since the last 17 years. It is stated that there are no merits in the writ petition and even now the petitioner can come and verify the accounts. Thus, the respondents pray to dismiss the writ petition.

Heard the learned counsel for the petitioner.

The learned counsel for the petitioner submitted that as per the direction of this Court, dated 20-10-1995, the petitioner paid an amount of Rs.10,000/- to the respondent towards the loans in question and he paid the entire amount due and there is no need to pay any further amount to the respondents.

A perusal of writ averments and the counter-affidavit reveals that the issue whether the petitioner has to pay any amount or not, involves disputed question of fact, and the same cannot be decided in a proceeding under Article 226 of the Constitution of India. However, learned counsel for the petitioner submitted that as per the order of this Court dated 20-10-1995, the petitioner had paid an amount of Rs.10,000/- to the respondents. From the averments of the counter-affidavit, it is revealed that the petitioner has to pay some more amount, but in view of pendency of the writ petition for all these years, it is not known as to what is the amount, if any, payable by the petitioner. In these circumstances, instead of keeping the writ petition pending, I deem it appropriate to dispose of the same in the following terms:

The respondents are directed to issue proper demand notice and calculation memo to the petitioner indicating the amount due by the petitioner, after deducting the amounts paid by him from time to time including the amount paid as per the order of this Court, dated
20-10-1995, and the debt relief benefit, if any, granted towards the loan accounts in question, and on receipt of such a demand notice, the petitioner shall pay the amount, if any, payable by him towards the said loan accounts. No costs.

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N.V. RAMANA, J

Date: 25-10-2004

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To

1 The General Manager, Warangal District Co-operative Central Bank Limited, Warangal.
2 The Branch Manager, Warangal District Co-operative Central Bank Limited, Parkal Branch, Parkal, Warangal District.

3 Two CD copies.